



3107 N. State Rt. 23 Ottawa, IL 61350-9645 Ph: (815) 434-0131 Fax: (815) 434-0227

**CERTIFIED MAIL: 7010 0290 0000 9061 6454
RETURN RECEIPT REQUESTED**

October 8, 2012

U.S. Environmental Protection Agency, Region 5
Superfund Division – Enforcement & Compliance Assurance Branch
Enforcement Services Section 1, SE-5J
77 West Jackson Boulevard
Chicago, IL 60604-3590
Attn.: Ms. Mila Bensing, Enforcement Specialist

Re: Response to Request for Information Wedron, IL

Dear Ms. Bensing:

Attached please find our response to the request for information and related attachments. Please note that LaSalle County Farm Supply never had any hazardous materials at the Wedron property. Please contact me if you require anything further. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Bill Stahler".

Bill Stahler
Risk & Regulatory Manager

Enclosures (3)

Received
OCT 11 2012
Emergency Enforcement
Services Section

**GRAINCO FS, Inc. (LaSALLE COUNTY FARM SUPPLY) OTTAWA, IL
INFORMATION REQUEST WEDRON SITE**

1. A. Dick Brekenridge, Policy Advisor Illinois EPA Springfield, IL 217.414.4188
B. Aaron Siegler, State Fire Marshall Storage Tank Safety Specialist 630.399.4518
C. Daniel McDonnell, W-D Grain Co. Co-Owner, 815.993.1798
D. James Kelly, Retired General Manager, LaSalle County Farm Supply 309.557.6230
E. Tom Peterson, Retired Fuel Delivery Driver, LaSalle County Farm Supply 815.433.0815
F. Mark Harmon, GRAINCO FS Serena, IL Plant Manager 815.496.9421
2. A. LaSalle County Farm Supply purchase agreement from Wedron & Dayton Grain Company (Exhibit A)
Business assets only were purchased. No liabilities of Wedron and Dayton Grain were assumed.
B. LaSalle County Farm Supply sale agreement to Wedron Silica (Exhibit B)
3. No additional persons known at the time of preparation of responses.
4. EPA Identification Numbers unknown at the time of preparation of responses.
5. LaSalle County Farm Supply operations started 1/13/1986 and ceased approximately 9/1/1991. We are unable to locate any lease agreements with BNSF Railroad that were in effect at the time.
6. No environmental assessments were located or known to have been completed.
7. A. Exhibit "A"
B. Unknown
C. Only remaining structure is a pole building West of the street believed to be identified on the site map as Parcel B.
D. Unknown. No known drilling occurred.
E. Unknown.
F. No additions made by LCFS. Demolitions were conducted after sale to Wedron Silica. LCFS removed a 500 gallon underground tank owned and operated by Wedron and Dayton Grain Company. This tank was never used by LCFS. Exhibit "C".
G. See Exhibit "A".
H. Only known investigations were visual inspections.
8. No known monitoring wells on property owned and leased in Wedron, IL.
9. Prior owner was Wedron & Dayton Grain Company. Corporate president is identified in 1.C. above. Curtis Schnitz believed to be in Serena, IL was corporate secretary.
10. Unqualified no answer to any known existence of any hazardous materials on LCFS leased or owned property in Wedron, IL. The operation was strictly a grain elevator operation. Local farmers delivered harvested grain to the elevator. Farmer grain was stored in grain bins and later sold to grain terminals. Outside haulers were hired to truck the grain to the grain terminals. The pole building was used for equipment storage.
11. Therefore, there are no known releases.
12. See # 10.
13. No handling of hazardous substances was conducted.
14. No known solid waste units existed.
15. No known environmental permits exist in our files.

THIS AGREEMENT, made this 31 day of DECEMBER, 1985,
by and between WEDRON & DAYTON GRAIN & SUPPLY COMPANY, an Illinois Corporation
(herein called "seller") and LASALLE COUNTY FARM SUPPLY, an Illinois Corporation
(herein called "Purchaser").

1. Seller's Representation of Good Title. Seller represents that they have
the full right, power and authority to enter into this Contract for the terms herein
set forth.

2. Description of Premises. Seller sells to Purchaser and Purchaser purchases
from Seller, as herein provided, the premises more particularly described as follows:

Lots 1 and 2 in Block 15 in Bellrose Addition to Wedron,
situate in the Village of Wedron, and also a parcel or
lot of land 20 feet wide extending from the South side
of Alice Street at the intersection of Jackson Street
with said Alice Street, thence Southwesterly along the
East side of Lot 1 in Block 15 aforesaid to the South
line of said Lot 1 said tract of land being bounded
on the West by the said Lot 1 in Block 15 aforesaid,
on the North by Alice Street on the East by the main
thoroughfare passing through the Village of Wedron West
of the Chicago, Burlington & Quincy right of way in a
Northeasterly and Southwesterly direction and on the
South by the projection to the East of the South line
of said Lot 1 in said Block 15 aforesaid, all being
situated in the Village of Wedron;

Together with any buildings and appurtenances thereto, and shall provide
title insurance or abstract brought down to date showing merchantable
title; and the attached list of personal property located on the afore
mentioned premises used in the business of operating a grain elevator,
commonly known as W-D Grain at Wedron, Illinois.

3. Rental of Other Premises. Seller has interest through railroad
leases in property adjoining the above described. Seller assigns to
Purchaser the right to use and enjoy those leased premises for the
duration of said leases or any renewal thereof, presently held by
Seller in connection with the above described premises used in the
operation of the grain elevator business. The clause applied specifi-
cally to the following described property:

Together with any buildings and appurtenances thereto, and the attached list of personal property located on the aforementioned premises.

4. Purchase Price. Purchase price due under this contract is \$41,500.00 and shall be payable as follows:

\$1,000.00 down; balance of \$40,500.00 due on or before January 13, 1986.

5. Delivery, Acceptance and Surrender of Premises. Seller represents and warrants that the premises are in fit condition for use as a grain elevator and that said premises are in compliance with regulations and laws issued or enacted by governments or agencies of appropriate jurisdiction. Purchasers obligations hereunder are contingent upon Purchaser being able to acquire the necessary governmental licenses to operate a grain elevator at said location.

6. Destruction of Premises. It is agreed between the Seller and Purchaser that if, during the term of this Agreement, and before closing, the demised premises or the improvements thereon shall be injured or destroyed by fire or the elements, or through any other cause, so as to render it impossible to conduct the business of a grain elevator thereon, then this Agreement may be cancelled at Buyers option.

7. Government Action. If, during the term of this agreement (prior to date of closing), any governmental agency (including but not limited to Illinois or U.S. EPA or the United States Occupational Safety and Health Administration) shall determine that the premises or part thereof do not conform to the requirements of such agency then the parties may agree to some equitable apportionment of cost of compliance or Purchaser may terminate this Agreement.

8. Fire Insurance. Insurance against fire and other perils on the property sold hereunder shall be provided by Seller until closing. Thereafter Purchaser shall have sole responsibility therefore.

9. Taxes, Utilities and Lease Payments. All taxes, utilities, and lease payments on the property shall be pro-rated to date of closing.

10. Purchase of Inventory from Seller. Upon the execution of this Agreement, Purchaser agrees to purchase from Seller, company owned grain on hand as of date of closing. The purchase price shall be the market value-FOB Wedron, Illinois, to be determined as of the date of purchase. Payment of the purchase price shall be made on date of closing or within ten (10) days after the date which representatives of Purchaser and Seller shall have agreed upon the physical count, measurement, grade and price thereof. At the time of payment for the above property, Seller shall deliver to Purchaser a bill of sale in a form approved by Purchaser conveying all of said property being purchased under this paragraph, which bill of sale shall warrant the title to said property to Purchaser to be free and clear of all liens and encumbrances of any kind or character for storage and handling.

11. Indemnification of Purchaser. Seller agrees to indemnify Purchaser against and hold it harmless from any and all liabilities, claims, obligations and expenses whatsoever, including court costs and reasonable attorneys' fees which Purchaser may incur or be subject to or which may be asserted against Purchaser by reason of the requirements of the Uniform Commercial Code - Bulk Transfer Law of the State of Illinois, or which may have arisen or accrued with respect to the operation of Seller's grain elevator business prior to the date of closing. Seller shall provide Buyer with a Bulk Sales Affidavit of all creditors upon signing of this Agreement.

12. Treatment of Account Receivable. Purchaser shall pay Seller as of date of receipt from patron for storage and drying liabilities the patrons owe Seller as of that date, Purchaser shall then be entitled to collect same from the patrons at the time the patrons grain is sold.

For any unused pre-paid storage from the patrons, Seller shall pay the Buyer the amount thereof on the date of closing.

13. Grain Contracts. All sales and purchase contracts will be transferred at face value on the date of closing. Any moneys due either party will be paid at time of closing. Buyer will assume all responsibility and benefits on said contracts, and Seller will assign all of said contracts to Buyer.

14. Storage Contracts. On or before date of closing Seller will provide Buyer a list of all patrons having grain in storage (including amounts) and an actual measurement will be taken of all grain on hand. Buyer will thereupon assume responsibility to cover all of said storage obligations for which adequate grain is on hand at date of measurement.

15. Products on Hand. Any minerals, salt, feed, or other ingredients on hand at date of closing will be purchased by Buyer at the current market price if in a saleable condition. Wayne Feeds will not be purchased by Buyers.

16. Manner of Giving Notice. Notices given pursuant to the provisions of the Agreement or necessary to carry out its provisions shall be in writing and delivered personally to the person to whom the notice is to be given or mailed, postage prepaid, certified mail, addressed to such person. Seller's address for this purpose shall be:

Purchaser's address for this purpose shall be LaSalle County Farm Supply, Route #23 & Dayton Road, Ottawa, Illinois.

17. Covenant Not To Compete. Seller and its Corporate Officers, covenant hereof not to compete directly or indirectly in the buying or selling of grain to farmers within a Ten (10) mile radius of the facility during the term of Two (2) years.

Executed in Ottawa, Illinois this 31 day of DECEMBER, 1985.


SELLER:

Wedron & Dayton Grain & Supply Company

BY: Daniel M. Donnell

Corporate Seal

ATTEST:


Secretary
Centor Schiff

PURCHASER:

LaSalle County Farm Supply Company

BY: John K. Marshall

Corporate Seal

ATTEST:

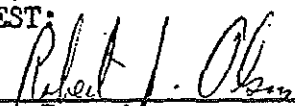
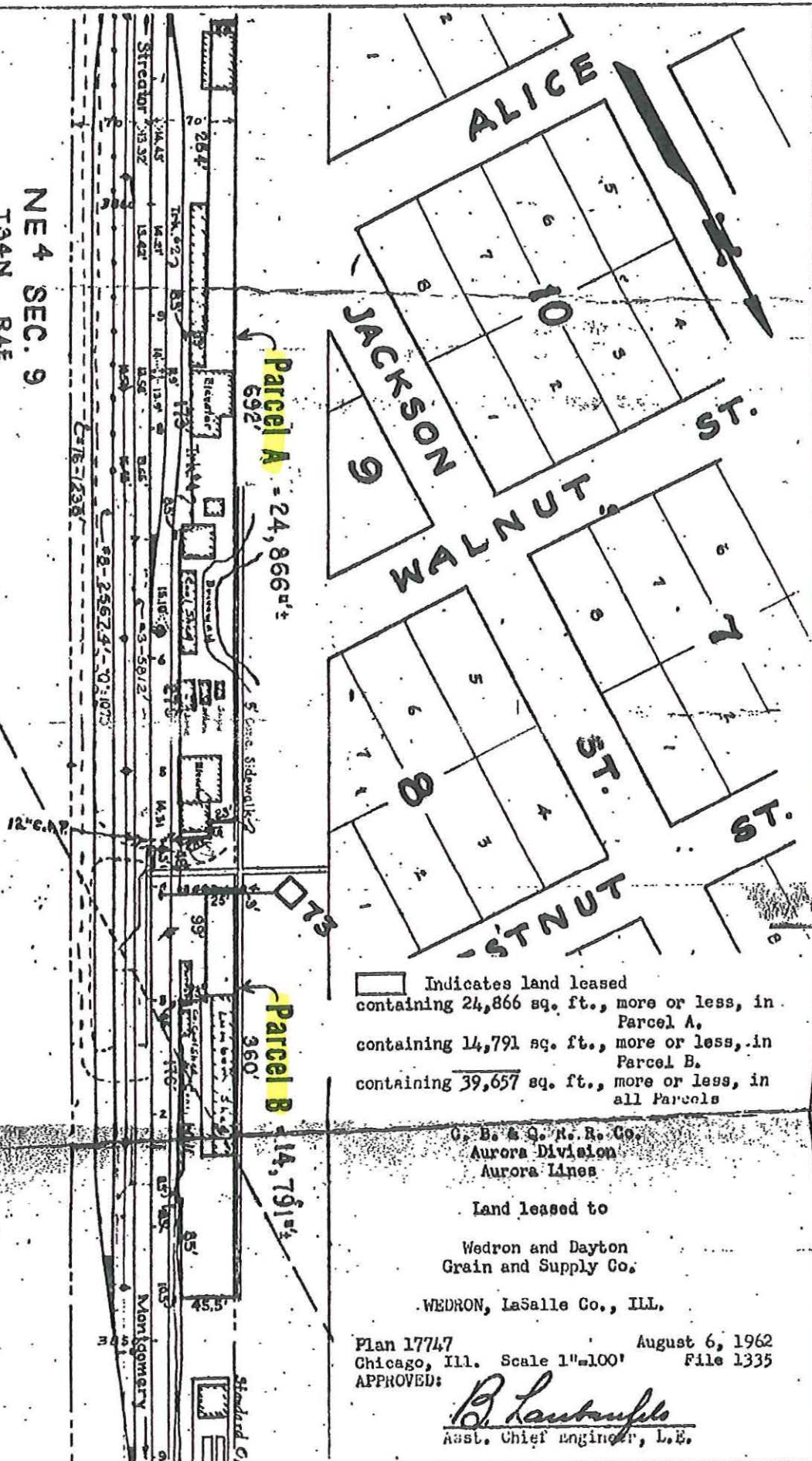

Secretary
Robert J. Olson

Exhibit "A"

NE 4 SEC. 9
T34N R4E



Storage Owned by W-D Grain

| | |
|----------------------|------------------|
| Butler Building | 80,000 bu. |
| MFS Round Bin | 42,546 bu. |
| South Elevator House | 46,000 bu. |
| Small Round Bin | 3,500 bu. |
| Small Round Bin | <u>4,500 bu.</u> |

TOTAL 176,546 bu.

Feed Equipment

Feed Mill-Grinder, cracker, 3-ton mixer,
outside feed storage bin, 6-6 ton bins,
and Bag storage

Trucks

1975 Chevy Tandem
1969 Int. Tandem
1966 Int. Bulk Feed Truck
1969 Ford 1-ton

Other Equipment

1 - Ford tractor with loader
1 - Gas powered Vac
1 - D-C Case tractor
1 - Meyer Morton Dryer — 750 bu./hour
1 - M-C Dryer — 500 bu./hour
1 - Woods Mower
1 - Small Vac w/3 phase motor
misc. parts & tools, etc.

Augers

1 - 28' x 8"
1 - 65' x 8"
1 - 60' x 10"
1 - 55' x 10"
1 - 34' x 10"

Office Equipment

625 2 1/2 x 11 1/2

625 2 1/2 x 11 1/2

W.D. M. Jan
C. S.

GRAINGOLD
3107 N STATE ROUTE 23
OTTAWA IL 61350

PURCHASE AGREEMENT

File Copy
EXHIBIT "B"

This Agreement is made and entered into by and between WEDRON SILICA COMPANY, an Ohio corporation (the "Purchaser") and LASALLE COUNTY FARM SUPPLY, an Illinois corporation (the "Seller").

1. Property. The Seller shall sell and convey, and the Purchaser shall purchase and pay for the of real property, improvements and appurtenances being more specifically described on Exhibit A attached hereto and made a part hereof by reference, (such land, improvements and rights being collectively referred to as the "Premises"), for the price and upon the terms and conditions set forth hereinafter.

2. Purchase Price. The Purchasers shall pay the purchase price (the "Purchase Price") of Ten Thousand Five Hundred Dollars (\$10,500.00). The Purchaser shall pay the Purchase Price for the Premises in cash or in the form of a check payable to Seller to be deposited in and paid through escrow as provided hereinbelow.

3. Title. Seller shall sell and convey or cause to be conveyed fee simple marketable title to the Premises to Purchaser, by good and sufficient general warranty deed, warranting title thereto to the Purchaser free and clear of all liens, claims, tenancies and encumbrances whatsoever, except zoning ordinances and taxes and assessments, both general and special, not yet due and payable, and except those leases, easements, conditions and restrictions as are acceptable to Purchaser. The legal description used in the warranty deed shall be the legal description based on the survey required by Section 4 below.

4. Survey. The Purchaser at its expense shall cause to be prepared at least 30 days prior to the Closing (defined hereinafter) an updated survey of the Premises, prepared by Vegrzyn, Sarver & Associates.

5. Title Insurance. The Purchaser shall, at Purchaser's expense, cause to be prepared an owner's policy of title insurance to be issued by Chicago Title Company through its agent LaSalle County Title Company (the "Title Company"). The title policy shall be on an ALTA Form 1970-B (rev. 10-17-70), in the amount of the Purchase Price insuring title to the Premises immediately upon the filing of the deed for record, to be good in the Purchaser and without any exceptions for facts that would be disclosed by a survey and without any exception for unfiled mechanics', laborers' or materialmen's liens, or any other of the "Schedule B" standard or general exceptions. Seller shall provide the Title Company examining the title to the Premises with all documents and information on the Title Company shall reasonably request in order to prepare the written commitment for title insurance in standard form described herein.

6. Escrow Agent. This transaction shall be placed in escrow with the Title Company as escrow agent (in such capacity, hereinafter referred to as the "Escrow Agent") and this Agreement, together with the Escrow Agent's usual conditions of acceptance, shall serve as escrow instructions; provided however, that in the event of any conflict between the provisions of this Agreement and the Escrow Agent's usual conditions of acceptance, the provisions of this Agreement shall govern.

7. Deposit of Funds. All documents fully executed and all funds necessary for the completion of this transaction shall be deposited with the Escrow Agent on October 14, 1991.

8. Closing/Proration of Funds. When all documents and funds have been deposited in escrow and the Title Company is in a position upon the filing of the deed for record to and will issue its title policy as provided for in Section 5, the Escrow Agent shall promptly file the deed for record (the "Closing") and complete this transaction after making the adjustments hereinafter provided:

- (a) The Seller shall pay the cost of any transfer taxes, conveyance fees and documentary stamps required for or on the deed, one-half (1/2) of the escrow fee and any other costs, expenses and/or prorations to be paid by the Seller as provided herein.

- (b) The Purchaser shall pay the cost of the survey, the title examination and title policy, the cost of recording the deed, one-half (1/2) of the escrow fee, and any other costs, expenses and/or prorations to be paid by the Purchaser as provided herein.
- (c) General real estate taxes shall be prorated between the parties as of the date the deed is filed for record based on the taxes which are a lien and unpaid as of such date. Special assessments and the full amount of all installments on any respreads of taxes and assessments, including interest and penalties thereon, whenever payable shall be paid by the Seller or credited to the Purchaser on the Purchase Price at present pay-off figures. In prorating taxes, the amount shown on the last available tax duplicate shall be used. Subsequent to the preparation of the rate and valuations for the Premises for the year 1991 by the Auditor of LaSalle County and the final disposition of all tax complaints (including appeals) for the Premises for 1991 or prior year, the Seller and the Purchaser shall recompute the proration of real estate taxes based on the final rates and valuation and any amounts found due from either party shall be paid by the appropriate party to the other party outside of escrow.

9. Possession. Seller shall keep and maintain the Premises in its customary manner up to the Closing. The Seller shall deliver possession of the Premises in their present condition to the Purchaser on the Closing. Seller agrees that from and after the date hereof and pending transfer of title to Purchaser, Seller will not enter into any additional leases or agreements for the rental or sale of any portion of the Premises or otherwise encumber the Premises or any portion thereof.

10. Utilities. Water, electricity, gas and other utility meters, if any, shall be read promptly as of the date the deed is filed for record and the Seller shall pay the final bills of all utilities through the Closing.

11. Title Defects. If the Title Company is unable to issue its title policy provided herein due to any defects in the title or any easements, leases, conditions and restrictions which are not acceptable to Purchaser, it shall notify all parties in writing of the reasons why it is unable to issue such title policy and/or the exceptions which it would require to be inserted in such title policy if it were issued. The Seller, within ten (10) days after the receipt of such notice shall take such appropriate steps as are necessary to secure the removal of such defects from the title. If the Title Company is unable to issue such title policy without such exceptions within such ten (10) day period, in addition to any then remedies available to Purchaser, the Purchaser shall have the option, to be exercised by the Purchaser in writing within five (5) days after the expiration of such ten (10) day period, of either accepting title to the Premises subject to such defects in the title without an abatement of the Purchase Price, or terminating this Agreement. If the Purchaser elect to terminate this Agreement, the Escrow Agent and the Seller shall return all funds and documents delivered or deposited with each other to the party who so deposited the same and thereupon the parties shall be released from any further obligations hereunder each to the other, except the expenses of the Escrow Agent and Title Company shall be borne by the Seller.

12. Binding Agreement. Upon execution, this Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their heirs, executors, administrators, successors and assigns.

13. Damage. Risk of loss to the Premises or any part thereof shall remain on the Seller until the deed is filed for record. If any part of the Premises are damaged by fire or other casualty prior to the filing of the deed for record and the cost of repair for such damage is Three Thousand Dollars (\$3,000.00) or less, the Purchaser shall receive the reasonable cost of repair as a credit against the Purchase Price and thereupon this transaction shall be consummated in accordance with the terms hereof. If the Premises or any part thereof are destroyed or damaged by fire or other casualty prior to the filing of the deed for record and the cost of repair of all such damage or destruction

prior to the completion of this transaction will exceed Three Thousand Dollars (\$3,000.00), the Seller shall notify the Purchaser within five (5) days thereafter and the Purchaser may elect:

- (a) to receive the proceeds of all insurance payable in connection therewith, whereupon this transaction shall be consummated in accordance with the terms hereof without reduction in the Purchase Price, except for a reduction by the amount of any deductible amount applicable to such insurance proceeds; or
- (b) to terminate this Agreement, in which event the Escrow Agent shall return all funds and documents deposited with it to the party who so deposited the same and thereupon the parties shall be released from any further obligations hereunder each to the other, except that all title and escrow expenses shall be borne by the Seller.

If the Purchaser shall fail to make an election under subsection (a) or (b) above within fifteen (15) days after receiving such notice from the Seller, the Purchaser shall be deemed to have elected option (b). Whenever an estimate of the reasonable cost of repairs is required, such estimate shall be promptly obtained by the Purchaser from a responsible, reputable contractor that is reasonably acceptable to the Seller.

14. General Inspection. Purchaser shall have the right, but not the obligation to inspect the Premises during the ten (10) day period immediately after the date of the execution of this Agreement to be performed by an inspector or inspectors of the Purchaser's choice. For purposes of such Inspection, the Purchaser and such Inspectors shall be given access to the Premises during the hours of 9:00 a.m. to 7:00 p.m. Monday through Saturday during such period. In the event the Purchaser is not satisfied with the condition of the Premises at any time prior to the expiration of such ten (10) day period, the Purchaser may terminate this Agreement by giving written notice thereof to the Seller and the Escrow Agent, in which event all funds and documents deposited by the parties with the Escrow Agent or each other shall be returned forthwith to the party who so deposited the same and the parties shall thereupon be released from any further obligations hereunder each to the other. In the event the Purchaser does not give such notice within the said ten (10) day period, this contingency shall be removed and the Agreement shall be unconditional as to such Inspection.

15. Notices. Any notice or demand required or permitted to be given by or to either of the parties hereto shall be made in writing and shall be deemed to have been given or delivered, as the case may be, when delivered personally to the Purchaser, or when personally delivered to Seller, or two (2) days after deposit in the U.S. Post Office, registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

- (a) Communications concerning the Seller shall be addressed to:

LaSalle County Farm Supply
Route 23 and Dayton Road
Ottawa, Illinois 61350

With a copy to:

Paul V. Martin, Esq.
227 West Madison Street
P.O. Box 768
Ottawa, Illinois 61350-0768

EXHIBIT A

Legal Description

Lots One (1) and Two (2) in Block Fifteen (15) in Bellrose Addition to Wedron, situated in the Village of Wedron, County of LaSalle and State of Illinois, and also a parcel or lot of land Twenty (20) feet wide extending from the Southside of Alice Street at the intersection of Jackson Street with said Alice Street, thence Southwesterly along the East side of Lot One (1) in block Fifteen (15) aforesaid, to the South line of said Lot One (1), said tract of land being bounded on the West by the said Lot One (1) in Block Fifteen (15) aforesaid, on the North by Alice Street, on the East by the main thoroughfare passing through the Village of Wedron West of the Chicago, Burlington & Quincy right of way in a Northeasterly and Southwesterly direction, and on the South by the projection to the East of the South line of said Lot One (1), in said Block Fifteen (15) aforesaid, all being situated in the Village of Wedron, County of LaSalle and State of Illinois.

387\16705BXB.900

LaSalle County Farm Supply Company
3107 N. IL Route 23
Ottawa, Illinois 61350

Wedron, Illinois Asset Appraisal

Land

Approx. 47,500 sq. ft.
Leased from Burlington Northern RR
Company Well
Septic System
Illinois Power 3 Phase
Off County Highway 11
LaSalle County
Approx. 8 miles NE of Ottawa, Illinois
Rail Siding
\$ -0-

Buildings (all located on railroad property)

- | | |
|--|----------|
| 1 - 34' x 34' Wood frame office building Slate shingle siding Shingle roof In very poor condition | \$ 2,800 |
| 1 - 9' x 28' concrete deck scale Fairbanks beam 40,000 lbs. | \$ 4,000 |
| 1 - 16' x 64' Wood frame storage building (South of office) Need to be demolished | \$ -0- |
| 1 - 24' x 60' Wood frame mill Warehouse building | \$ 2,400 |
| 1 - 24' x 34' Wood frame mill building Metal clad Wood floor Metal roof | |
| 6 - Metal hopper bins | |
| 1 - Twin screw Prater blue streak mixer | \$ 4,750 |
| 1 - 75 HP Prater Hammermill with blower | |
| 1 - Bucket elevator | |
| 1 - Prater 1000 lbs. weigh buggy | |

| | |
|-----------------------------------|------------------|
| 1 - Wood cribbed grain elevator | |
| With annex | |
| Metal clad | \$ 3,100 |
| Metal roof | |
| With driveway | |
| 2 - 200 bu. pits | |
| 2 - Wood casing legs | |
| | |
| 1 - 47,000 bushel M.F.S. Co. | |
| Grain storage bin | |
| Concrete floor | \$ 12,600 |
| Unload screw conveyors | |
| 2 - air fans | |
| 1 - Bucket elevator 1000/1500 BPH | |
| With ladder/cage | |
| | |
| Total Buildings and Equipment | <u>\$ 29,650</u> |

LaSalle County Farm Supply Company
3107 N. IL Route 23
Ottawa, Illinois 61350

Wedron, Illinois Asset Appraisal

Land

Approx. 12,300 sq. ft. (owned)

No Water

No Sewer

\$ 3,500

Illinois Power Electrical

Off County Highway 11

LaSalle County

Doyton Township, Illinois

No Rail Siding

Buildings

1 - 50' x 120' Butler steel frame building

Metal clad

\$ 9,000

Concrete floor

Drive-in doors (1 end)

Metal roof (leaks)

Total Land & Buildings Owned Property

\$ 12,500

LaSalle County Farm Supply Company
3107 N. IL Route 23
Ottawa, Illinois 61350

Summary Totals

Leased Property

| | |
|-------------------------|------------------|
| Land | \$ -0- |
| Buildings and Equipment | \$ 29,650 |
| Total | <u>\$ 29,650</u> |

Owned Property

| | |
|-----------|-----------|
| Land | \$ 3,500 |
| Buildings | \$ 9,000 |
| Totals | \$ 12,500 |

| | |
|-----------------------|------------------|
| Total Appraised Value | <u>\$ 42,150</u> |
|-----------------------|------------------|

Potential Value If Sold In Units

| | |
|---|-----------|
| 47,000 bushel grain storage and equipment | |
| Office building | \$ 17,500 |
| Truck scale | |
| Transfer railroad lease on property | |

| | |
|---------------------------------------|-----------|
| All storage buildings south of office | |
| Mill and equipment | \$ 10,000 |
| Elevator and annex | |
| Transfer railroad lease property | |

| | |
|----------------------------------|-----------|
| Owned property and flat building | \$ 12,500 |
|----------------------------------|-----------|

| | |
|---|------------------|
| Potential Value If Assets Are Sold Separately | <u>\$ 40,000</u> |
|---|------------------|

EST532JH-F

OFFICE OF THE ILLINOIS STATE FIRE MARSHAL
Division of Petroleum and Chemical Safety
1035 Stevenson Drive
Springfield, Illinois 62703-4259

EXHIBIT "C"

FOR OFFICE USE ONLY

Facility # _____
Permit # _____
Approval Date _____
Approved By _____

APPLICATION FOR PERMIT TO REMOVE
UNDERGROUND STORAGE TANKS FOR PETROLEUM AND HAZARDOUS MATERIALS

Completed 5-17-90

To be completed in quadruplet and filed with the Division of Petroleum and Chemical Safety
1035 Stevenson Drive, Springfield, Illinois 62703-4259 (217/785-5878) or (217/785-1020)

1) (Owner of tanks) - Corporation, partnership or other business entity:

LaSalle County Farm Supply Company

Name 3107 N. Illinois Route 23
Street Address Ottawa IL 61350
City Walt Pries State 815-434-0131 Zip
Contact Person Phone

2) (Facility) - name and address of where tanks are located:

LaSalle County Farm Supply Company

Name RR
Street Address Wedron IL 60557 LaSalle
City Keith McLaughlin State Zip 815-223-8587 County
Contact Person Phone

3) (Contractor) - person, firm or company performing work:

LaSalle County Farm Supply Company

Name 3107 N. Illinois Route 23
Street Address Ottawa IL 61350
City 815-434-0131 State Zip
Phone Registration No.

Facility Registration I.D. Number (if known)

1-017611

4) ☒ Removal of Tanks:

- a) Number and size of tanks being removed: One - 500 gallon tank
- b) Reason for removal of tanks: Being taken out of use
- c) If tank is leaking, give ESDA incident number: None
- d) If tanks contain products other than petroleum products, please indicate here: N/A
- e) A written notice of removal of tanks shall be given to the Office of the State Fire Marshal at least 30 days prior to the removal, giving location, number and size of tanks. This application will constitute that 30 day written notice. The 30 day period commences with this application appropriately completed and the fee received in our office.

5) If tanks are not registered complete the following: Tank is registered

- a) What products were stored in each tank?
- b) Date each tank was last used?

6) Insufficient information supplied for permit review or omission of permit fee is grounds for application rejection. No work is to commence without a granted permit in hand and must be available upon request of inspectors. All work must be done by contractors registered with the State Fire Marshal's Office or by the tank owner only.

7) A permit fee of \$100 for each facility must accompany this application. (Checks or money orders are to be made payable to Office of the State Fire Marshal.) ☒ Check ☐ Money Order

8) For each facility, EPA form 7530-1 - Notification of Underground Storage Tanks must be completed and submitted to the Office of the State Fire Marshal after tanks are removed.

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that all submitted information is true, accurate and complete.

Name of Authorized Representative: Walt Pries Title: General Manager
Signature of Authorized Representative: Walt Pries Date: April 2, 1990

The Office of the State Fire Marshal is requesting information that is necessary to accomplish the statutory purpose as outlined in Illinois Revised Statutes, Chapter 127, Paragraph 9. Disclosure of this information is REQUIRED. Failure to provide any information will result in this form not being processed. This form has been approved by Forms Management Center.

OFFICE OF THE ILLINOIS STATE FIRE MARSHAL
Division of Petroleum & Chemical Safety
1035 Stevenson Drive
Springfield, Illinois 62703-4259

| FOR OFFICE USE ONLY | |
|---------------------|----------|
| Facility # | 1-017611 |
| Permit # | 5116 REM |
| Request Rec'd | 04/10/90 |
| Date | 04/23/90 |

PERMIT FOR REMOVAL OR ABANDONMENT IN PLACE OF PERMIT EXPIRES: 10/23/90
UNDERGROUND STORAGE TANKS FOR PETROLEUM AND HAZARDOUS MATERIALS

Permission to remove underground storage tank or tanks is hereby granted. Such removal shall not commence until 05/10/90. A seventy-two (72) hour - 3 working day notice is required to confirm final date of the removal for confirmation of our Inspector to be on site. This Office Phone Number is 217-785-5878 or 217-785-1020. **THIS PERMIT IS VALID FOR 6 MONTHS FROM THE APPROVAL DATE.**

You must notify ESDA 1-800-782-7860 within 24 hours of leaks or contaminated soil.

Removal must be in accordance with acceptable closure requirements and procedures, such as API Bulletin 1604. A site assessment must be conducted to determine if a release has occurred.

- 1) Owner - Corporation, Partnership or Other Business Entity:

LaSalle County Farm Supply Company
Name 3107 N. Illinois Route 23
Street Address Ottawa IL 61350
City Walt Pries State Zip
Contact Person (815) 434-0131
Phone

- 2) Name and Location of Facility Where Removal is to Occur:

LaSalle County Farm Supply Company
Name R.R.
Street Address Wedron LaSalle 60557
City Keith McLaughlin County Zip
Contact Person (815) 223-8587
Phone

- 3) ☒ Tank Removal ☐ Abandonment in Place

a) 1-500 gal.
Number and size of tanks being removed or abandoned
b) Being taken out of use
Reason for removal of tanks
c) Waiver approval letter date if abandoned in place

- 4) Person, Firm or Company Performing Work:

LaSalle County Farm Supply Co.
Name 3107 N. Illinois Route 23
Street Address Ottawa IL 61350
City (815) 434-0131 State Zip
Phone N/A Registration No.

- 5) You must notify this Office when completion of tank removal has taken place, on EPA Notification Form 7530, so that appropriate records can be corrected. Please note a EPA form 7530-1 has been forwarded to the name & address shown in Item 1.

Sincerely,

W. Dale Tanke
W. Dale Tanke
Storage Tank Safety Engineer

5-14-90 Shelly
George Lajan
5-17-90 BHM

cc: DPCS Specialist LOGAN
Fire Department
Division File
Dale Tanke

Notification for Underground Storage Tanks

FORM APPROVED
OMB NO. 2050-0049
APPROVAL EXPIRES 6-30-88

FOR
TANKS
IN
IL

RETURN
COMPLETED
FORM
TO

UST Coordinator, Division of Fire Prevention
Office of State Fire Marshal

P.O. Box 3803
Springfield, IL 62708-3603

I.D. Number

1-017611

Date Received

MAR 19 1990

STATE USE ONLY

GENERAL INFORMATION

Notification is required by Federal law for all underground tanks that have been used to store regulated substances since January 1, 1974, that are in the ground as of May 8, 1986, or that are brought into use after May 8, 1986. The information requested is required by Section 9002 of the Resource Conservation and Recovery Act, (RCRA), as amended.

The primary purpose of this notification program is to locate and evaluate underground tanks that store or have stored petroleum or hazardous substances. It is expected that the information you provide will be based on reasonably available records, or, in the absence of such records, your knowledge, belief, or recollection.

Who Must Notify? Section 9002 of RCRA, as amended, requires that, unless exempted, owners of underground tanks that store regulated substances must notify designated State or local agencies of the existence of their tanks. Owner means—

(a) in the case of an underground storage tank in use on November 8, 1984, or brought into use after that date, any person who owns an underground storage tank used for the storage, use, or dispensing of regulated substances, and

(b) in the case of any underground storage tank in use before November 8, 1984, but no longer in use on that date, any person who owned such tank immediately before the discontinuation of its use.

What Tanks Are Included? Underground storage tank is defined as any one or combination of tanks that (1) is used to contain an accumulation of "regulated substances," and (2) whose volume (including connected underground piping) is 10% or more beneath the ground. Some examples are underground tanks storing: 1. gasoline, used oil, or diesel fuel, and 2. industrial solvents, pesticides, herbicides or fumigants.

What Tanks Are Excluded? Tanks removed from the ground are not subject to notification. Other tanks excluded from notification are:

1. farm or residential tanks of 1,100 gallons or less capacity used for storing motor fuel for noncommercial purposes;
2. tanks used for storing heating oil for consumptive use on the premises where stored;
3. septic tanks;

4. pipeline facilities (including gathering lines) regulated under the Natural Gas Pipeline Safety Act of 1968, or the Hazardous Liquid Pipeline Safety Act, which is an intrastate pipeline facility regulated under State laws;

5. surface impoundments, pits, ponds, or lagoons;

6. storm water or waste water collection systems;

7. flow-through process tanks;

8. liquid traps or associated gathering lines directly related to oil or gas production and gathering operations;

9. storage tanks situated in an underground area (such as a basement, cellar, mineworking, drift, shaft, or tunnel) if the storage tank is situated upon or above the surface of the floor.

What Substances Are Covered? The notification requirements apply to underground storage tanks that contain regulated substances. This includes any substance defined as hazardous in section 101 (14) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), with the exception of those substances regulated as hazardous waste under Subtitle C of RCRA. It also includes petroleum, e.g., crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60 degrees Fahrenheit and 14.7 pounds per square inch absolute).

Where To Notify? Completed notification forms should be sent to the address given at the top of this page.

When To Notify? 1. Owners of underground storage tanks in use or that have been taken out of operation after January 1, 1974, but still in the ground, must notify by May 8, 1986. 2. Owners who bring underground storage tanks into use after May 8, 1986, must notify within 30 days of bringing the tanks into use.

Penalties: Any owner who knowingly fails to notify or submits false information shall be subject to a civil penalty not to exceed \$10,000 for each tank for which notification is not given or for which false information is submitted.

INSTRUCTIONS

Please type or print in ink all items except "signature" in Section V. This form must be completed for each location containing underground storage tanks. If more than 5 tanks are owned at this location, photocopy the reverse side, and staple continuation sheets to this form.

Indicate number of continuation sheets attached

I. OWNERSHIP OF TANK(S)

Owner Name (Corporation, Individual, Public Agency, or Other Entity)

LA-SALLE COUNTY FARM SUPPLY CO

Street Address

LA SALLE

County

OTTAWA ILL.

City

815-434-0131

Area Code

Phone Number

Type of Owner (Mark all that apply ☒)

☐ Current

☐ State or Local Gov't

☐ Former

☐ Federal Gov't
(GSA facility I.D. no. _____)

☒ Private or Corporate

☐ Ownership uncertain

II. LOCATION OF TANK(S)

(If same as Section I, mark box here ☐)

Facility Name or Company Site Identifier, as applicable

WEDRON FACILITY

Street Address or State Road, as applicable

LA SALLE

County

WEDRON ILL

City (nearest)

State

ZIP Code

60557

Indicate number of tanks at this location

Mark box here if tank(s) are located on land within an Indian reservation or on other Indian trust lands

III. CONTACT PERSON AT TANK LOCATION

Name (If same as Section I, mark box here ☐)

JAY MARSHALL

Job Title

PLANT MANAGER

Area Code

Phone Number

815-433-0668

IV. TYPE OF NOTIFICATION

☐ Mark box here only if this is an amended or subsequent notification for this location.

V. CERTIFICATION (Read and sign after completing Section VI.)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

Name and official title of owner or owner's authorized representative

MANAGEMENT ASSISTANT

Signature

Robert Wolfe

Date Signed

3-28-86

CONTINUE ON REVERSE SIDE

Notification for Underground Storage Tanks

FORM APPROVED
OMB NO. 2050-0069
APPROVAL EXPIRES 6-30-88FOR
TANKS
IN
ILRETURN
COMPLETED
FORM
TODiv. Petroleum/Chemical Safety
Illinois State Fire Marshal
1035 Stevenson Drive
Springfield, IL 62703-4259

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Indicate number of continuation sheets attached

0

I. OWNERSHIP OF TANK(S)

Owner Name (Corporation, Individual, Public Agency, or Other Entity)

La Salle County Farm Supply Co

Street Address

Rt 23 & Dayton Rd

County La Salle County

Channah, Illinois

City

815

State

ZIP Code

61350

Area Code

Phone Number

434-0131

Type of Owner (Mark all that apply ☒)

☐ Current

☐ State or Local Gov't

☒ Private or Corporate

☐ Former

☐ Federal Gov't (GSA facility I.D. no.)

☐ Ownership uncertain

II. LOCATION OF TANK(S)

(If same as Section I, mark box here ☐)

Facility Name or Company Site Identifier, as applicable

Wedron Facility

Street Address or State Road, as applicable

La Salle Town of Wedron

County

La Salle

City (nearest)

Wedron

State

Illinois

ZIP Code

62557

Indicate number of tanks at this location

0

Mark box here if tank(s) are located on land within an Indian reservation or on other Indian trust lands

☐

III. CONTACT PERSON AT TANK LOCATION

Name (If same as Section I, mark box here ☒)

Job Title

Area Code

Phone Number

IV. TYPE OF NOTIFICATION

☒ Mark box here only if this is an amended or subsequent notification for this location.

V. CERTIFICATION (Read and sign after completing Section VI)

I certify under penalty of law that I have personally examined and am familiar with the information submitted in this and all attached documents, and that based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the submitted information is true, accurate, and complete.

Name and official title of owner or owner's authorized representative

Signature

Date Signed

Walt Pries General Manager

Walt Pries

22 May 21, 1990